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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 VIMLESH AHMAD,

14 Defendant.

NO.

PLEA AGREEMENT

15 The United States of America, by and through John McKay, United States
16 Attorney for the Western District of Washington, and Susan Loitz, Assistant
17 United States Attorney for said District, and the defendant, VIMLESH AHMAD, and
18 her attorney, Robert Mahler, enter into the following Agreement, pursuant to Federal
19 Rule of Criminal Procedure 11(c)(1)(C):

20
21 1. Waiver of Indictment. VIMLESH AHMAD, having been advised of the
22 right to be charged by Indictment, agrees to waive that right and enter a plea of guilty
23 to the charge brought by the United States Attorney in an Information.

24
25 2. The Charge(s). VIMLESH AHMAD, having been advised of the right to
26 have this matter tried before a jury, agrees to waive that right and enter a plea of guilty
27 to the charge of Health Care Fraud in violation of Title 18, United States Code, Section
28 1347, as contained in Count 1 of the Information. By entering this plea of guilty,

1 VIMLESH AHMAD hereby waives all objections to the form of the charging
2 document. VIMLESH AHMAD further understands that before entering her plea of
3 guilty, she will be placed under oath. Any statement given by VIMLESH AHMAD
4 under oath may be used by the government in a prosecution for perjury or false
5 statement.

6
7 3. Elements of the Offense. The elements of the offense of Health Care
8 Fraud as charged in Count 1, in violation of Title 18, United States Code, Section
9 1347, are as follows:

10 First, the Defendant knowingly and willfully executed or attempted to
11 execute a scheme or artifice to defraud a health care benefit program as that term
12 is defined in Title 18, United States Code, Section 24.

13 Second, the Defendant executed or attempted to execute the scheme and
14 artifice to defraud by submitting false and fraudulent claims to a health care
15 benefit program in connection with payment for health care benefits and items.

16 Third, the Defendant submitted the false and fraudulent claims with the
17 intent to defraud the health care benefit program.

18
19 4. The Penalties. VIMLESH AHMAD understands that the statutory
20 penalties for the offense of health care fraud, as charged in the Information, are as
21 follows:

22 A. Imprisonment for up to ten (10) years, a fine of up to Two Hundred Fifty
23 Thousand dollars (\$250,000.00), a period of supervision following release from prison
24 of up to three (3) years, and a One Hundred dollar (\$100.00) special assessment.
25 VIMLESH AHMAD agrees that the special assessment shall be paid at or before the
26 time of sentencing.

27 i. VIMLESH AHMAD understands that in addition to any term of
28 imprisonment and/or fine that is imposed, the Court may order her to pay restitution to

any victim of the offense, as required by law. VIMLESH AHMAD also understands that as a consequence of her guilty plea, she will be excluded from participation in certain government sponsored health care benefit programs, including Medicare and Medicaid, in accordance with Title 42, United States Code, Section 1320a-7.

ii. VIMLESH AHMAD agrees that any monetary penalties the Court imposes, including the special assessment, fine, restitution, and civil damages are due and payable immediately and shall be paid in accordance with the payment schedule set forth in paragraph 8.B.iii. herein. VIMLESH AHMAD further agrees to submit a completed Financial Statement of Debtor form as requested by the United States Attorney's Office.

iii. VIMLESH AHMAD understands that supervised release is a period of time following imprisonment during which she will be subject to certain restrictions and requirements. VIMLESH AHMAD further understands that if supervised release is imposed and she violates one or more of its conditions, she could be returned to prison for all or part of the term of supervised release that was originally imposed.

5. Rights Waived by Pleading Guilty. Defendant understands that, by pleading guilty, she knowingly and voluntarily waives the following rights:

- A. The right to plead not guilty, and to persist in a plea of not guilty;
- B. The right to a speedy and public trial before a jury of Defendant's peers;
- C. The right to the effective assistance of counsel at trial, including, if Defendant could not afford an attorney, the right to have the Court appoint one for Defendant;
- D. The right to be presumed innocent until guilt has been established at trial, beyond a reasonable doubt;
- E. The right to confront and cross-examine witnesses against Defendant at trial;

1 F. The right to compel or subpoena witnesses to appear on Defendant's
2 behalf at trial;

3 G. The right to testify or to remain silent at trial, at which trial such silence
4 could not be used against Defendant;

5 H. The right to appeal a finding of guilt or any pretrial rulings;

6 I. The right, to the extent required by law, to have sentencing factors
7 charged in the Information or determined by a jury beyond a reasonable doubt.
8

9 6. United States Sentencing Guidelines. Defendant understands and
10 acknowledges that, absent applicable intervening law:

11 A. The United States Sentencing Guidelines, promulgated by the
12 United States Sentencing Commission, are applicable to this case;

13 B. The Court will determine Defendant's applicable Sentencing Guidelines
14 range at the time of sentencing for purposes of Section 6B1.2(c) of the United States
15 Sentencing Guidelines; and

16 C. Except as provided in paragraph 8.B. below, Sentencing, Defendant may
17 not withdraw a guilty plea solely because of the sentence imposed by the Court.
18

19 7. Statement of Facts. The parties agree on the following facts in support of
20 Defendant's guilty plea and sentencing. VIMLESH AHMAD admits she is guilty of the
21 charged offense and expressly waives any right to have these facts determined by a jury
22 beyond a reasonable doubt.

23 A. VIMLESH AHMAD is a medical doctor who had a general medical
24 practice in Seattle, Washington, within the Western District of Washington from
25 approximately 1983 through January, 2004.

26 B. Throughout the time that she had her medical practice in Seattle,
27 VIMLESH AHMAD regularly submitted claims for medical services to government
28 sponsored health care benefit programs, including the Medicaid and Medicare

1 programs, the State Industrial Insurance Program sponsored by the State of
2 Washington's Department of Labor and Industries for injured workers, and privately
3 sponsored health insurance programs, all of which collectively shall be referred to in
4 this plea agreement as the "Health Care Benefit Programs".

5 C. Beginning by at least 1997 and continuing through at least December,
6 2003, VIMLESH AHMAD devised and executed a scheme and artifice to defraud
7 Health Care Benefit Programs by knowingly submitting false and fraudulent health care
8 claims or by submitting false and fraudulent claims with reckless indifference to the
9 truth or falsity of the claims submitted. The scheme and artifice included the
10 following:

11 i. VIMLESH AHMAD regularly submitted claims to Health Care Benefit
12 Programs at a higher level of service than she provided to patients. From no later than
13 1997 to approximately February, 2002, VIMLESH AHMAD most often billed patient
14 visits at CPT (Current Procedural Terminology) code 99215, which, according to the
15 CPT Manual, typically involves the physician spending 40 minutes face to face with the
16 patient or family and requires at least two of these three components: a comprehensive
17 history, a comprehensive examination, or medical decision making of high complexity.
18 VIMLESH AHMAD was familiar with the requirements for the CPT codes for office
19 visits, including CPT code 99215. VIMLESH AHMAD billed code 99215 when she
20 did not provide this level of care, including when she performed no examination or
21 only a cursory examination, when there was little or no medical history taken, and
22 when the medical decision making was not complex. VIMLESH AHMAD billed
23 services at a higher level of service than she provided either with knowledge that the
24 bills she submitted were false or with reckless disregard for their truth or falsity, and
25 with the intent to defraud the Health Care Benefit Programs.

26 ii. VIMLESH AHMAD included false and fraudulent statements in her
27 medical charts, including references to tests, such as urinalysis and bronchospasm, and
28 submitted claims for such tests, on occasions when she did not perform such tests. On

1 some occasions, the submission of claims for tests not performed was the result of
2 mistake. On other occasions, VIMLESH AHMAD submitted such claims with the
3 knowledge that they were false or with reckless disregard for their truth or falsity, and
4 with the intent to defraud the Health Care Benefit Plans.

5 iii. VIMLESH AHMAD sometimes billed for office visits when she had not
6 seen the patient.

7 iv. Beginning in approximately February, 2002, after being audited by the
8 Department of Social and Human Services (DSHS) on behalf of the Medicaid program,
9 VIMLESH AHMAD reduced the level of office visit code she billed to Health Care
10 Benefit Programs, more often using CPT code 99213 or 99214, instead of 99215.
11 Even after this change, however, many of her bills continued to report a higher level of
12 service than she actually provided.

13 v. In approximately March, 2002, after the DSHS audit, VIMLESH
14 AHMAD began using typewritten medical records. Often, however, these medical
15 records falsely reported details of examinations that she did not perform, and falsely
16 overstated the amount of time she spent with the patients. For example, VIMLESH
17 AHMAD sometimes referred to results of examinations of eyes, ears, neck, chest and
18 abdomen when she had not performed such examinations, and to specific grip strength
19 when she had not measured grip strength. VIMLESH AHMAD sometimes falsely
20 referred to having spent 25 or 35 minutes with the patient when in fact she had spent no
21 more than 10 or 15 minutes with the patient.

22 D. A specific and representative illustration of the fraudulent practices of
23 VIMLESH AHMAD relates to one of VIMLESH AHMAD's patients, whose initials
24 are J.K.

25 i. Patient J.K. was not in the state of Washington from on or about April 3,
26 2001 through at least May 16, 2001. Patient J.K. made arrangements with a friend for
27 that friend to pick up prescriptions for J.K.'s medications from VIMLESH AHMAD'S
28

1 office. This friend went to VIMLESH AHMAD's office to pick up prescriptions on
2 April 6, 2001, April 26, 2001, and May 16, 2001.

3 ii. On April 6, 2001, April 26, 2001, and May 16, 2001, VIMLESH
4 AHMAD made entries into the medical chart of patient J.K. noting J.K.'s medical
5 condition and medications, as though she had performed an office visit with J.K., even
6 though patient J.K. had not been in VIMLESH AHMAD's office, and in fact was
7 outside the state of Washington. In the May 16, 2001 chart note, VIMLESH AHMAD
8 even included an entry indicating "UA-clear", relating to the supposed results of a test
9 of J.K.'s urine.

10 iii. VIMLESH AHMAD submitted claims under CPT code 99215 for April 6,
11 2001 (submitted on or before April 30, 2001), April 26, 2001 (submitted on or before
12 May 21, 2001), and May 16, 2001 (submitted on or before June 25, 2001), with respect
13 to patient J.K., to the Medicaid program for the state of Washington, thereby reporting
14 and seeking payment for the highest level of office visit. The Medicaid program was a
15 Health Care Benefit Program as that term is defined in Title 18, United States Code,
16 Section 24. At the time that VIMLESH AHMAD submitted these claims to the
17 Medicaid program, she either knew the claims were false and fraudulent, or she
18 submitted the claims with reckless indifference as to their truth or falsity. VIMLESH
19 AHMAD submitted these claims with the intent to defraud the Medicaid program.
20 VIMLESH AHMAD received \$62.24 for each of these claims, when in fact, she was
21 entitled to no payment for these claims.

22
23 8. Global Resolution.

24 The parties enter into this Plea Agreement with the intention to reach a resolution
25 of certain criminal, civil and administrative issues. The components of the parties'
26 agreement are as follows:
27
28

1 **A. Agreements Relating to Medical Licenses and Practice**

2 In conjunction with this Plea Agreement, VIMLESH AHMAD has agreed with
3 the Medical Quality Assurance Commission of the State of Washington Department of
4 Health to surrender her medical license and not to resume the practice of medicine in the
5 State of Washington, including any temporary, emergency or volunteer practice. The
6 surrender of her medical license is permanent and she may not reapply for a license to
7 practice medicine. In addition, VIMLESH AHMAD agrees to the following additional
8 provisions as part of this Plea Agreement:

9 i. VIMLESH AHMAD shall not practice medicine in any form in the United
10 States at any time after the date of this Plea Agreement.

11 ii. VIMLESH AHMAD represents that she does not have a license to practice
12 medicine in any state other than Washington, and she shall not apply for a license to
13 practice medicine in any other state of the United States.

14 iii. VIMLESH AHMAD agrees to a permanent exclusion from federal health
15 care programs as provided in the Civil Settlement Agreement between the United States
16 and the State of Washington and VIMLESH AHMAD that was entered into in
17 conjunction with this Plea Agreement (hereafter the "Civil Settlement Agreement").
18 The terms of the Civil Settlement Agreement are incorporated herein by this reference.

19 **B. Sentencing.**

20 Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the
21 parties acknowledge and agree that the appropriate criminal sentence and judgment to be
22 imposed by the court at the time of sentencing is as follows:

23 i. Imprisonment, Imprisonment for a term of twelve (12) months and one
24 (1) day.

25 ii. Supervised Release. Imposition of a term of supervised release of
26 between two and three years, with the standard conditions as well as the following
27 additional conditions:
28

- VIMLESH AHMAD shall not practice medicine in any form in the United States.
- VIMLESH AHMAD shall not apply for a license to practice medicine in any other state of the United States.

iii. Financial Terms. As set forth below, VIMLESH AHMAD and the United States agree that the total financial responsibility of VIMLESH AHMAD pursuant to this Plea Agreement and the Civil Settlement Agreement shall be One Million One Hundred Dollars (\$1,000,100.00), i.e., a criminal fine of One Hundred Thousand Dollars (\$100,000.00), restitution and civil damages totaling Nine Hundred Thousand Dollars (\$900,000.00), and a special assessment of One Hundred Dollars (\$100.00).

Criminal Fine: The sentence and judgment should include:

- Imposition of criminal fine in the amount of One Hundred Thousand Dollars (\$100,000.00). This sum shall be paid to the Clerk of the United States District Court for the Western District of Washington.

Special Assessment: The sentence and judgment should include:

- Imposition of a special assessment in the amount of One Hundred Dollars (\$100.00). This sum shall be paid to the Clerk of the United States District Court for the Western District of Washington.

Restitution under the Criminal Judgment:

VIMLESH AHMAD agrees that the Court at sentencing should enter a criminal judgment requiring payment in the total sum of Forty-six Thousand, Four Hundred Twelve Dollars (\$46,412.00) to be paid as follows:

- 1) Regence Blue Shield: Thirty-six Thousand, One Hundred Eighty-three Dollars (\$36,183.00);
- 2) Washington Department of Labor and Industries: Ten Thousand Two Hundred Twenty-nine Dollars (\$10,229.00).

1 These sums should be paid to the Clerk of the United States District Court for the
2 Western District of Washington. The payments under the criminal judgment will
3 be paid in the order prescribed by 18 U.S.C. §3612(c).

4 Settlement Under the False Claims Act

5 VIMLESH AHMAD shall pay Medicare and Medicaid the sum of Eight Hundred
6 Fifty-three Thousand Five Hundred Eighty-eight Dollars (\$853,588.00) as set
7 forth in the Stipulated Civil Judgment filed contemporaneously with this Plea
8 Agreement and incorporated herein by this reference. These amounts to the
9 Medicaid and the Medicare programs are also subject to the Civil Settlement
10 Agreement entered into between VIMLESH AHMAD and the United States, the
11 terms of which are incorporated herein by this reference. These sums shall be
12 paid as directed by the Financial Litigation Unit of the United States Attorney's
13 Office for the Western District of Washington.

14 1) Medicaid Program: Seven Hundred Eleven Thousand Three Hundred
15 Seventy-two Dollars (\$711,372.00);

16 2) Medicare Program: One Hundred Forty-two Thousand Two Hundred
17 Sixteen Dollars (\$142,216.00).

18 Payment Schedule:

19 The One Hundred Dollar (\$100.00) special assessment shall be paid at or before
20 the time of sentencing. The remaining payments shall be paid in the accordance
21 with the following schedule:

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	WITHIN 60 DAYS OF ENTRY OF PLEA	WITHIN 120 DAYS OF ENTRY OF PLEA
Regence Blue Shield	\$36,183.00	
Washington Department of Labor and Industries	\$10,229.00	
Medicare	\$59,050.00	\$83,166.00
Medicaid	\$294,538.00	\$416,834.00
Criminal Fine		\$100,000.00

iv. Right to Withdraw: If the sentencing court does not adopt the agreement of the parties with regard to the appropriate sentence, both the defendant and the United States reserve the right to withdraw from this agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure and from the Civil Settlement Agreement and proceed to trial. No other agreement has been made with regard to the imposition of the sentence in this matter.

9. Non-Prosecution of Additional Offenses. As part of this Plea Agreement, the United States Attorney's Office for the Western District of Washington agrees not to prosecute Defendant for any additional offenses known to it as of the time of this Agreement that are based upon evidence in its possession at this time, or that arise out of the conduct giving rise to the investigation of VIMLESH AHMAD'S medical practice and related billing. In this regard, Defendant recognizes that the United States has agreed not to prosecute all of the criminal charges that the evidence establishes were committed by Defendant solely because of the promises made by Defendant in this Agreement. Defendant acknowledges and agrees, however, that for purposes of

1 preparing the Presentence Report, the United States Attorney's Office will provide the
2 United States Probation Office with evidence of all relevant conduct committed by
3 Defendant.
4

5 10. Voluntariness of Plea. Defendant acknowledges that she has entered into
6 this Plea Agreement freely and voluntarily, and that no threats or promises, other than
7 the promises contained in this Plea Agreement, were made to induce Defendant to enter
8 this plea of guilty.
9

10 11. Statute of Limitations. In the event that this Agreement is not accepted by
11 the Court for any reason, or Defendant breaches any of the terms of this Plea
12 Agreement, the statute of limitations shall be deemed to have been tolled from the date
13 of the Plea Agreement to: (1) 30 days following the date of non-acceptance of the Plea
14 Agreement by the Court; or (2) 30 days following the date on which a breach of the Plea
15 Agreement by Defendant is discovered by the United States Attorney's Office.
16

17 12. Post-Plea Conduct. Defendant understands that the terms of this Plea
18 Agreement apply only to conduct that occurred prior to the execution of this Agreement.
19 If, after the date of this Agreement, Defendant should engage in illegal conduct, or
20 conduct that is in violation of her conditions of release (examples of which include, but
21 are not limited to: obstruction of justice, failure to appear for a court proceeding,
22 criminal conduct while pending sentencing, and false statements to law enforcement
23 agents, the Pretrial Services Officer, Probation Officer or Court), the United States is
24 free under this Agreement to seek a sentence that takes such conduct into consideration.
25

26 13. Completeness of Agreement. The United States and Defendant
27 acknowledge that the terms of this Agreement and incorporated Civil Settlement
28

1 Agreement, constitute the entire Agreement between the parties. This Agreement only
2 binds the United States Attorney's Office for the Western District of Washington. It
3 the United States, or any state or local prosecutor except as set forth in the Civil
4 Settlement Agreement.

5
6 Dated this 5th day of October, 2004.

7
8
9 V. Ahmad
10 VIMLESH AHMAD
Defendant

11 Robert S. Mahler
12 ROBERT S. MAHLER
13 Attorney for Defendant

14 Floyd G. Short
15 FLOYD G. SHORT
16 Assistant United States Attorney

17 Susan Loitz
18 SUSAN LOITZ
19 Assistant United States Attorney
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INSTRUCTIONS FOR PAYING SPECIAL ASSESSMENTS PRIOR TO
SENTENCING

1. Special Assessments paid prior to sentencing must be paid to the Clerk, United States District Court.
2. Special Assessments must be paid by a first party, certified, or cashiers check, or a money order. No second party checks will be accepted. No post-dated checks will be accepted.
3. All checks must be made out in U.S. dollars to "Clerk, U.S. District Court."
4. All checks or money orders must be accompanied by the attached form entitled, "Plea Agreement Special Assessment Payments." The entire form must be filled out or the Clerk, United States District Court, will not accept the payment.

PLEA AGREEMENT SPECIAL ASSESSMENT PAYMENT

DATE: _____

FROM: _____

TO: CLERK, U.S. DISTRICT COURT
ATTN: INTAKE TEAM

CASE NAME: United States v. Vimlesh Ahmad

CASE DOCKET NUMBER: _____

DEFENDANT'S NAME: Vimlesh Ahmad

SINGLE OR MULTIPLE DEFENDANTS: Single

TOTAL SPECIAL ASSESSMENT PER DEFENDANT AS SET FORTH IN THE
PLEA AGREEMENT: \$100.00